

**SANITARY SEWER EASEMENT
(INDIVIDUAL)**

THIS AGREEMENT, made this 26th day of October, 2021, by and between **James F. and Barbara L. Turney, Grantor**, and the City of Lee's Summit, Missouri, a Municipal Corporation with a mailing address of Jackson County, Missouri, 220 S.E. Green Street, Lee's Summit, Jackson County, Missouri 64063, **Grantee**.

WITNESSETH, that the **Grantor**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipe lines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, over, under, through, across, in and upon the following described lands in Jackson County, Missouri, to-wit:

All that part of the Southeast Quarter of Section 21, Township 47 North, Range 31 West, in the City of Lee's Summit, Jackson County, Missouri, as described by Timothy Blair Wiswell, Professional License No. 2009000067 of Olsson, Inc., and being more particularly described as follows:

COMMENCING at the Southeast Corner of the Southeast Quarter of said Section 21-T47N-R31W;

thence North 87 degrees 50 minutes 35 seconds West, on the South line of said Southeast Quarter, and on the South line of the property described in the Missouri Warranty Deed recorded in Book 1730 at Page 1294, being herein referred to as the "Property", a distance of 1,823.67 feet, to the Southwest corner of said property, said point also being a point on the Easterly Right-of-Way line of the Union Pacific Railroad;

thence North 22 degrees 10 minutes 40 seconds West, on the West line of said property, and on the East Right-of-Way line of said railroad, a distance of 223.26 feet, to the POINT OF BEGINNING of said Sanitary Sewer Easement;

thence North 22 degrees 10 minutes 40 seconds West, continuing on the West line of said property, and on the East Right-of-Way line of said railroad, a distance of 658.13 feet, to a point of curvature;

thence Northwesterly, continuing on the West line of said property, and on the East Right-of-Way line of said railroad, and along a curve to the left, having a radius of 2,523.37 feet, and through a central angle of 03 degrees 40 minutes 58 seconds, an arc length of 162.19 feet, to a point;

thence North 10 degrees 10 minutes 55 seconds West, departing the West line of said property, and the East Right-of-Way line of said railroad, a distance of 435.37 feet, to a point;

thence North 10 degrees 51 minutes 08 seconds East, a distance of 84.11 feet, to a point on the North line of said property;

thence South 87 degrees 49 minutes 33 seconds East, on the North line of said property, a distance of 40.46 feet, to a point;

thence South 10 degrees 51 minutes 08 seconds West, departing the North line of said property, a distance of 82.79 feet, to a point;

thence South 10 degrees 10 minutes 55 seconds East, a distance of 397.07 feet, to a point;

thence South 23 degrees 09 minutes 28 seconds East, a distance of 403.74 feet, to a point;

thence North 67 degrees 30 minutes 17 seconds East, a distance of 5.00 feet, to a point;

thence South 21 degrees 49 minutes 58 seconds East, a distance of 438.43 feet, to a point;

thence South 67 degrees 47 minutes 42 seconds West, a distance of 49.60 feet, to the POINT OF BEGINNING of said Sanitary Sewer Easement, containing 59,883 square feet or 1.3747 acres, more or less.

GRANTOR agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to such pipe lines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

GRANTOR further states that it is lawfully seized of title to the land through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the **Grantor**.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Lee's Summit, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand this 20th day of October, 2021.


Signature

Signature

Barbara L. Twomey
Print Name

Print Name

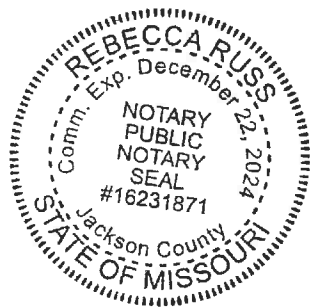
ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 20th day of October 2021, before me personally appeared Barbara Turney, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she (or they) executed the same as his/her (or their) free act and deed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.



Rebecca Russ
Notary Public Signature

Rebecca Russ
Print Name